

IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

SUSAN STOFIEL, an individual,  
Plaintiff,

v.

PACIFIC COURIER SERVICES, LLC, a domestic limited  
liability company,  
Defendant.

Case No. LV1010020

SUMMONS

TO: PACIFIC COURIER SERVICES, LLC

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and defend the complaint filed against you in the above-entitled cause within 30 days from the date of service of this summons on you; and if you fail to appear and defend, the plaintiff will apply to the court for the relief demanded in the complaint.

NOTICE TO DEFENDANT:  
READ THESE PAPERS CAREFULLY

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator within 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service on the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

Stephanie J. Brown, OSB 030019, WSB 42030  
sbrown@wageclaim.org  
Attorney for Plaintiff  
512-F NE 81<sup>st</sup> Street #313  
Vancouver, WA 98665 (360) 566-9243

STATE OF WASHINGTON, County of Clark) ss

I, the undersigned attorney of record for the Plaintiff, certify that the foregoing is an exact and complete copy of the original summons in the above entitled action.

Stephanie J. Brown, OSB 030019, WSB 42030  
sbrown@wageclaim.org  
Attorney for Plaintiff

TO THE OFFICER OR OTHER PERSON SERVING THIS SUMMONS: You are hereby directed to serve a true copy of this summons, together with a true copy of the complaint mentioned therein, upon the individual(s) or other legal entity(ies) to whom or which this summons is directed, and to make your proof of service on the reverse hereof or upon a separate similar document which you shall attach hereto.

Stephanie J. Brown, OSB 030019, WSB 42030  
sbrown@wageclaim.org  
Attorney for Plaintiff

SCHUCK LAW, LLC  
Attorneys at Law  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

A TRUE COPY

By   
Attorney at Law

IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

SUSAN STOFIEL, an individual,

Plaintiff,

v.

PACIFIC COURIER SERVICES, LLC, a  
domestic limited liability company,

Defendant.

Case No. LV10110020

COMPLAINT

Claims Less than \$10,000

Subject to Mandatory Arbitration

JURY TRIAL DEMANDED

Comes now the Plaintiff, Susan Stofiel, by and through the attorneys at Schuck Law,  
LLC, and states and alleges as follows:

1.

At all times material herein, Plaintiff was employed by Defendant in the State of  
Oregon.

2.

At all times material herein, the Defendant was a domestic limited liability company.

3.

At all times material herein, Defendant was doing business in Clackamas County in  
Oregon.

4.

The Circuit Court of Oregon has personal jurisdiction over Defendant because it is a  
company that was created under the laws of Oregon.

///

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
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5.

The Circuit Court of Oregon has personal jurisdiction over Defendant because it is engaged in substantial and not isolated activities within this state, because the events set forth in this complaint occurred in Oregon and because the claims arise out of services actually performed for the Defendant by the Plaintiff within Oregon.

6.

Plaintiff was an at will employee and was not contracted to work for any specific period of time.

7.

Plaintiff worked for Defendant from approximately September 18, 2007 through September 8, 2010.

8.

On or about October 21, 2010, Plaintiff made a written demand to Defendant to pay all Plaintiff's wages.

9.

Defendant failed to pay all wages due within 12 days of Plaintiff's written demand.

10.

On or about October 21, 2010, Plaintiff's attorney sent written notice of the wage claim to Defendant.

11.

Defendant agreed to pay Plaintiff \$38,000 a year which is \$18.27 per hour.

#### **FIRST CLAIM FOR RELIEF**

(FLSA Overtime, Liquidated Damages)

12.

Plaintiff re-alleges all paragraphs herein as though fully alleged herein.

///

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**SCHUCK LAW, LLC**  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

13.

Defendant is subject to the requirements of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201-219 ("FLSA").

14.

During the three year period of employment before filing of this case, Defendant allowed, suffered and permitted Plaintiff to perform work in excess of 40 hours per week for the benefit of Defendant.

15.

Defendant failed to pay Plaintiff 1 ½ times her regular hourly rate for the hours Plaintiff worked in excess of 40 hours for a single workweek as required by the FLSA and there remains due unpaid overtime in an amount to be determined.

16.

Defendant failed to pay overtime wages and premium wages to Plaintiff as required by the FLSA.

17.

Defendant was required to pay Plaintiff for all hours worked on Plaintiff's next regularly scheduled pay day under the FLSA.

18.

Defendant's conduct in failing to pay overtime wages and premium wages as alleged herein was willful, and there remain due and unpaid overtime wages in amounts to be determined.

19.

Plaintiff seeks damages in the form of overtime wages and overtime premium wages for Defendant's failure to pay overtime wages in amounts to be determined. In addition, Plaintiff seeks liquidated damages under the FLSA in an amount to be determined; plus pre-judgment and post-judgment interest on all damage amounts; plus costs and attorney fees

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

1 under the FLSA. 29 USC 216(b).

2 **SECOND CLAIM FOR RELIEF**  
3 (Late Payment at Termination Claim).

4 20.

5 Plaintiff re-alleges all paragraphs as though fully alleged herein.

6 21.

7 During the course of Plaintiff's employment, Defendant allowed, suffered and  
8 permitted Plaintiff to perform work for the benefit of Defendant.

9 22.

10 Defendant agreed to pay Plaintiff at the salary equivalent of \$18.27 per hour.

11 23.

12 Defendant deducted wages from at least two of Plaintiff's paychecks for sick time  
13 which is against Defendant's policy and a violation of ORS 652.610.

14 24.

15 Plaintiff quit her employment with Defendant on September 8, 2010 which was also  
16 her last day of employment.

17 25.

18 Defendant failed to pay Plaintiff all wages as set out above in paragraph 23 and in  
19 Plaintiff's First Claim for Relief, and wages remain due and owing to Plaintiff.

20 26.

21 Defendant was required to pay Plaintiff for all time worked for Defendant on her next  
22 regularly scheduled pay day under ORS 652.120 and ORS 653.010.

23 27.

24 Defendant failed and refused to pay Plaintiff for all work she performed for it on her  
25 next regularly scheduled pay day and there remains wages due in an amount to be determined  
26 after discovery is complete.

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360)-566-9243 • Fax (509) 575-2763

Exhibit A  
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28.

Defendant failed to make payment of all of Plaintiff's earned wages when due and when required by ORS 652.140.

29.

In failing to pay all of Plaintiff's final wages at termination, Defendant was a free agent.

30.

In failing to pay all of Plaintiff's final wages at termination, Defendant determined its own actions.

31.

In failing to pay all of Plaintiff's final wages at termination, Defendant was not responsible to, nor coerced by any other person, or entity, or authority.

32.

Defendant knew Plaintiff's employment for Defendant had ended.

33.

Defendant possessed all information regarding the hours worked by Plaintiff and the amount of wages due Plaintiff at termination.

34.

Defendant was capable of paying all Plaintiff's wages earned and due at termination.

35.

Defendant's failure to make payment of Plaintiff's final wages when due was wilful and continued for not less than 30 days.

36.

On or about October 21, 2010, Plaintiff made a written demand to Defendant to pay all Plaintiff's wages.

///

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

1 37.

2 Defendant failed to pay all wages due within 12 days of Plaintiff's written demand.

3 38.

4 On or about October 21, 2010, Plaintiff's attorney sent written notice of the wage  
5 claim to Defendant.

6 39.

7 Because of Defendant's failure to make payment of final wages when due, Plaintiff is  
8 due statutory penalty wages, pursuant to ORS 652.150, for the continuation of Plaintiff's  
9 unpaid final wages for not less than 30 days.

10 40.

11 Because of Defendant's failure to pay Plaintiff's wages within 48 hours after they were  
12 due, Plaintiff is entitled to recover costs, disbursements, and reasonable attorney fees, under  
13 ORS 652.200(2).

14 41.

15 Plaintiff seeks statutory wages under ORS 652.150, and costs, disbursements and  
16 attorney fees, under ORS 652.200(2).

17 **WHEREFORE, Plaintiff demands judgment from Defendant:**

18 **Upon Plaintiff's first claim for relief for failing to pay FLSA overtime wages:**

- 19 1. Unpaid overtime wages in an amount to be determined.  
20 2. Liquidated damages under the FLSA in an amount to be determined.  
21 3. Pre-judgment and post-judgment interest on all damage amounts; plus costs,  
22 disbursements, and attorney fees under the FLSA. 29 USC 216(b).

23 **Upon Plaintiff's second claim for relief for failing to timely pay all wages on**  
24 **termination:**

- 25 1. Unpaid wages in an amount to be determined.  
26 2. Statutory penalties pursuant to ORS 652.150.

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
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1 3. Pre-judgment and post-judgment interest on all damage amounts, plus costs,  
2 disbursements, and attorney fees pursuant to ORS 652.200

3 Upon any counterclaim or defense asserted by Defendant without a objectively  
4 reasonable basis, or where Defendant disobeys a court order:

5 1. Plaintiff is entitled to recover attorney fees and costs pursuant to ORS 20.105.  
6

7 DATED: October 29, 2010.  
8

9  
10 Stephanie J. Brown, OSB 030019, WSB 42030  
11 sbrown@wageclaim.org  
12 Attorney for Plaintiff  
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Page 7 - Complaint

SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (509) 575-2763



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2  
3  
4 **IN THE CIRCUIT COURT FOR THE STATE OF OREGON**  
5 **FOR THE COUNTY OF CLACKAMAS**

6 **SUSAN STOFIEL, an individual,**

7 **Plaintiff,**

8 v.

9 **PACIFIC COURIER SERVICES, LLC, a**  
10 **domestic limited liability company,**

11 **Defendant.**

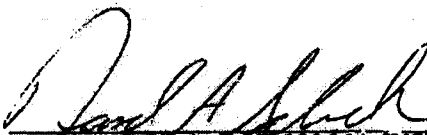
**Case No. LV10110020**

**NOTICE OF AMENDMENT OF  
COMPLAINT**

**(ORCP 23A)**

12 **COMES NOW** the above named Plaintiff, and under ORCP 23A, files herewith  
13 Plaintiff's Amended Complaint. This amendment being brought prior to Defendant serving a  
14 responsive pleading thereto and Plaintiff being entitled to so file this amended complaint as a  
15 matter of right.

16  
17 **DATED:** December 10, 2010.

18  
19 

20 **David A. Schuck, OSB 993564, WSB 37285**  
21 **dschuck@wageclaim.org**  
22 **Attorney for Plaintiff**

23  
24  
25  
26 **Page 1 - Notice of Amendment of Complaint (ORCP 23 A)**

**SCHUCK LAW, LLC**  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

**Exhibit A**  
**9 of 27**

**CERTIFICATE OF SERVICE**

I hereby certify that I caused to be served the foregoing **Notice of Amendment of Complaint (ORCP 23 A)** upon:

Joy Ellis  
Garvey Schubert Barer  
121 SW Morrison Street  
Portland OR 97204  
Jellis@gsblaw.com

by the following indicated method(s):

☒ by **mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service on December 14, 2010.

☐ by causing a full, true, and correct copy thereof to be **hand-delivered** to the person listed above on December 14, 2010.

☐ by sending a full, true, and correct copy thereof via **overnight courier** in a sealed, prepaid envelope, addressed to the attorney as shown above, the last-known office address of the person, on December 14, 2010.

☐ by **faxing** a full, true, and correct copy thereof to the person at facsimile number, which is the last-known fax number for the person, on the date set forth below. The receiving fax machine was operating at the time of service and the transmission was properly completed. Attached herewith is the confirmation of receipt which was generated by the transmitting machine.

☐ by **emailing** a full, true, and correct copy thereof to the person(s) above at on December 14, 2010. Defense counsel has agreed in writing to be served by email.

☐ by **certified mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service at Vancouver, Washington on December 14, 2010.

DATED: December 14, 2010.

  
Stephanie J. Brown, OSB 03001  
Sbrown@wageclaim.org  
Attorney for Plaintiff

IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

SUSAN STOFIEL, an individual,  
Plaintiff,

v.

PACIFIC COURIER SERVICES, LLC, a  
domestic limited liability company,  
Defendant.

Case No.

AMENDED COMPLAINT

Claims between \$50,000 to \$149,999

Subject to Mandatory Arbitration

JURY TRIAL DEMANDED

Comes now the Plaintiff, Susan Stofiel, by and through the attorneys at Schuck Law, LLC, and states and alleges as follows:

1.

At all times material herein, Plaintiff was employed by Defendant in the State of Oregon.

2.

At all times material herein, the Defendant was a domestic limited liability company.

3.

At all times material herein, Defendant was doing business in Clackamas County in Oregon.

4.

The Circuit Court of Oregon has personal jurisdiction over Defendant because it is a company that was created under the laws of Oregon.

///

Page 1 - Amended Complaint

SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
11 of 27

1 5.

2 The Circuit Court of Oregon has personal jurisdiction over Defendant because it is  
3 engaged in substantial and not isolated activities within this state, because the events set forth  
4 in this complaint occurred in Oregon and because the claims arise out of services actually  
5 performed for the Defendant by the Plaintiff within Oregon.

6 6.

7 Plaintiff was an at will employee and was not contracted to work for any specific  
8 period of time.

9 7.

10 Plaintiff worked for Defendant from approximately September 18, 2007 through  
11 September 8, 2010.

12 8.

13 On or about October 21, 2010, Plaintiff made a written demand to Defendant to pay all  
14 Plaintiff's wages.

15 9.

16 Defendant failed to pay all wages due within 12 days of Plaintiff's written demand.

17 10.

18 On or about October 21, 2010, Plaintiff's attorney sent written notice of the wage  
19 claim to Defendant.

20 11.

21 Defendant agreed to pay Plaintiff \$38,000 a year which is \$18.27 per hour.

22 **FIRST CLAIM FOR RELIEF**

23 (FLSA Overtime, Liquidated Damages)

24 12.

25 Plaintiff re-alleges all paragraphs herein as though fully alleged herein.

26 ///

13.

Defendant is subject to the requirements of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201-219 ("FLSA").

14.

During the three year period of employment before filing of this case, Defendant allowed, suffered and permitted Plaintiff to perform work in excess of 40 hours per week for the benefit of Defendant.

15.

Defendant failed to pay Plaintiff 1 ½ times her regular hourly rate for the hours Plaintiff worked in excess of 40 hours for a single workweek as required by the FLSA and there remains due unpaid overtime in an amount to be determined.

16.

Defendant failed to pay overtime wages and premium wages to Plaintiff as required by the FLSA.

17.

Defendant was required to pay Plaintiff for all hours worked on Plaintiff's next regularly scheduled pay day under the FLSA.

18.

Defendant's conduct in failing to pay overtime wages and premium wages as alleged herein was willful, and there remain due and unpaid overtime wages in amounts to be determined.

19.

Plaintiff seeks damages in the form of overtime wages and overtime premium wages for Defendant's failure to pay overtime wages in amounts to be determined. In addition, Plaintiff seeks liquidated damages under the FLSA in an amount to be determined; plus pre-judgment and post-judgment interest on all damage amounts; plus costs and attorney fees

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SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
13 of 27

1 under the FLSA. 29 USC 216(b).

2 **SECOND CLAIM FOR RELIEF**

3 (Late Payment at Termination Claim)

4 20.

5 Plaintiff re-alleges all paragraphs as though fully alleged herein.

6 21.

7 During the course of Plaintiff's employment, Defendant allowed, suffered and  
8 permitted Plaintiff to perform work for the benefit of Defendant.

9 22.

10 Defendant agreed to pay Plaintiff at the salary equivalent of \$18.27 per hour.

11 23.

12 Defendant deducted wages from at least two of Plaintiff's paychecks for sick time  
13 which is against Defendant's policy and a violation of ORS 652.610.

14 24.

15 Plaintiff quit her employment with Defendant on September 8, 2010 which was also  
16 her last day of employment.

17 25.

18 Defendant failed to pay Plaintiff all wages as set out above in paragraph 23 and in  
19 Plaintiff's First Claim for Relief, and wages remain due and owing to Plaintiff.

20 26.

21 Defendant was required to pay Plaintiff for all time worked for Defendant on her next  
22 regularly scheduled pay day under ORS 652.120 and ORS 653.010.

23 27.

24 Defendant failed and refused to pay Plaintiff for all work she performed for it on her  
25 next regularly scheduled pay day and there remains wages due in an amount to be determined  
26 after discovery is complete.

1 28.  
2 Defendant failed to make payment of all of Plaintiff's earned wages when due and  
3 when required by ORS 652.140.  
4 29.  
5 In failing to pay all of Plaintiff's final wages at termination, Defendant was a free  
6 agent.  
7 30.  
8 In failing to pay all of Plaintiff's final wages at termination, Defendant determined its  
9 own actions.  
10 31.  
11 In failing to pay all of Plaintiff's final wages at termination, Defendant was not  
12 responsible to, nor coerced by any other person, or entity, or authority.  
13 32.  
14 Defendant knew Plaintiff's employment for Defendant had ended.  
15 33.  
16 Defendant possessed all information regarding the hours worked by Plaintiff and the  
17 amount of wages due Plaintiff at termination.  
18 34.  
19 Defendant was capable of paying all Plaintiff's wages earned and due at termination.  
20 35.  
21 Defendant's failure to make payment of Plaintiff's final wages when due was wilful  
22 and continued for not less than 30 days.  
23 36.  
24 On or about October 21, 2010, Plaintiff made a written demand to Defendant to pay all  
25 Plaintiff's wages.  
26 ///

Page 5 - Amended Complaint

SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
15 of 27

1 37.  
2 Defendant failed to pay all wages due within 12 days of Plaintiff's written demand.

3 38.

4 On or about October 21, 2010, Plaintiff's attorney sent written notice of the wage  
5 claim to Defendant.

6 39.

7 Because of Defendant's failure to make payment of final wages when due, Plaintiff is  
8 due statutory penalty wages, pursuant to ORS 652.150, for the continuation of Plaintiff's  
9 unpaid final wages for not less than 30 days.

10 40.

11 Because of Defendant's failure to pay Plaintiff's wages within 48 hours after they were  
12 due, Plaintiff is entitled to recover costs, disbursements, and reasonable attorney fees, under  
13 ORS 652.200(2).

14 41.

15 Plaintiff seeks statutory wages under ORS 652.150, and costs, disbursements and  
16 attorney fees, under ORS 652.200(2).

17 **WHEREFORE, Plaintiff demands judgment from Defendant:**

18 **Upon Plaintiff's first claim for relief for failing to pay FLSA overtime wages:**

- 19 1. Unpaid overtime wages in an amount to be determined.  
20 2. Liquidated damages under the FLSA in an amount to be determined.  
21 3. Pre-judgment and post-judgment interest on all damage amounts; plus costs,  
22 disbursements, and attorney fees under the FLSA. 29 USC 216(b).

23 ///

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Page 6 - Amended Complaint

**SCHUCK LAW, LLC**  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Exhibit A  
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1 Upon Plaintiff's second claim for relief for failing to timely pay all wages on  
2 termination:

- 3 1. Unpaid wages in an amount to be determined.  
4 2. Statutory penalties pursuant to ORS 652.150.  
5 3. Pre-judgment and post-judgment interest on all damage amounts, plus costs,  
6 disbursements, and attorney fees pursuant to ORS 652.200

7 Upon any counterclaim or defense asserted by Defendant without a objectively  
8 reasonable basis, or where Defendant disobeys a court order:

- 9 1. Plaintiff is entitled to recover attorney fees and costs pursuant to ORS 20.105.  
10

11 DATED: December 13, 2010

12  
13   
14 David A. Schuck, OSB 993564  
15 dschuck@wageclaim.org  
16 Stephanie J. Brown, OSB 030019, WSB 42030  
17 sbrown@wageclaim.org  
18 Attorney for Plaintiff  
19  
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25  
26

**CERTIFICATE OF SERVICE**

I hereby certify that I caused to be served the foregoing **Amended Complaint** upon:

Joy Ellis  
Garvey Schubert Barer  
121 SW Morrison Street  
Portland OR 97204  
Jellis@gsblaw.com

by the following indicated method(s):

☒ by **mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service on December 14, 2010.

☐ by causing a full, true, and correct copy thereof to be **hand-delivered** to the person listed above on December 14, 2010.

☐ by sending a full, true, and correct copy thereof via **overnight courier** in a sealed, prepaid envelope, addressed to the attorney as shown above, the last-known office address of the person, on December 14, 2010.

☐ by **faxing** a full, true, and correct copy thereof to the person at facsimile number, which is the last-known fax number for the person, on the date set forth below. The receiving fax machine was operating at the time of service and the transmission was properly completed. Attached herewith is the confirmation of receipt which was generated by the transmitting machine.

☐ by **emailing** a full, true, and correct copy thereof to the person(s) above at on December 14, 2010. Defense counsel has agreed in writing to be served by email.

☐ by **certified mailing** a full, true, and correct copy thereof in a sealed, first-class postage-prepaid envelope, addressed to the person as shown above, the last-known office address of the person, and deposited with the United States Postal Service at Vancouver, Washington on December 14, 2010.

DATED: December 14, 2010.

  
Stephanie J. Brown, OSB 03001  
Sbrown@wageclaim.org  
Attorney for Plaintiff

**IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS**

**SUSAN STOFIEL, an individual,**

**Plaintiff,**

**v.**

**PACIFIC COURIER SERVICES, LLC, a  
domestic limited liability company,**

**Defendant.**

**Case No. LV10110020**

**PLAINTIFF'S FIRST REQUEST  
FOR ADMISSIONS**

**TO: Defendant Pacific Courier Services, LLC**

Plaintiff Susan Stofiel hereby requests that Defendant answer the following requests  
for admissions.

**FAILURE TO SERVE A WRITTEN ANSWER OR OBJECTION WITHIN THE  
TIME ALLOWED BY ORCP 45(B) WILL RESULT IN ADMISSION OF THE  
FOLLOWING REQUESTS.**

**TIME, DATE AND PLACE FOR PRODUCTION**

**TIME: 10:00 AM**

**DATE: 45 days Days After Service of these Requests**

**PLACE: SCHUCK LAW, LLC  
Attorneys at Law  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763**

**Page 1 - Plaintiff's First Request for Admissions**

**SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763**

1 **REQUEST FOR ADMISSION NO. 1:** Admit Plaintiff worked for Defendant.

2 **RESPONSE:**

3  
4 **REQUEST FOR ADMISSION NO. 2:** Admit Plaintiff worked over 40 in at least  
5 one work week while employed by Defendant.

6 **RESPONSE:**

7  
8 **REQUEST FOR ADMISSION NO. 3:** Admit Defendant did not pay Plaintiff at 1 ½  
9 times her regular hourly rate for hte hours she worked over 40 in Request for Admission No.  
10 2.

11 **RESPONSE:**

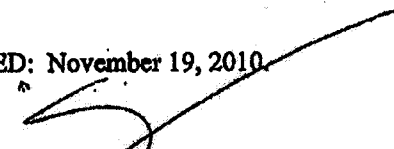
12  
13 **REQUEST FOR ADMISSION NO. 4:** Admit Defendant deducted one day's wages  
14 from Plaintiff's wages because she did not come to work due to being sick.

15 **RESPONSE:**

16  
17 **REQUEST FOR ADMISSION NO. 5:** Admit Defendant's policy is to pay its  
18 employees for a certain amount of sick days per year.

19 **RESPONSE:**

20  
21  
22 DATED: November 19, 2010.

23  
24   
25 Stephanie J. Brown, OSB 030019, WSB 42030  
26 sbrown@wageclaim.org  
Attorney for Plaintiff

Page 2 - Plaintiff's First Request for Admissions

SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

IN THE CIRCUIT COURT FOR THE STATE OF OREGON  
FOR THE COUNTY OF CLACKAMAS

SUSAN STOFIEL, an individual,

Plaintiff,

v.

PACIFIC COURIER SERVICES, LLC, a  
domestic limited liability company,

Defendant.

Case No. LV10110020

**PLAINTIFF'S FIRST REQUEST  
FOR PRODUCTION OF  
DOCUMENTS**

**TO: Defendant Pacific Courier Services, LLC**

Plaintiff Susan Stofiel hereby requests that Defendant make the following documents  
available for inspection and copying at:

**TIME:** 10:00 AM

**DATE:** 45 days Days After Service of these Requests

**PLACE:** SCHUCK LAW, LLC  
Attorneys at Law  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

Page 1 - Plaintiff's First Request for Production of Documents

SCHUCK LAW, LLC  
512-F NE 81<sup>st</sup> Street #313 • Vancouver, WA 98665  
Tel (360) 566-9243 • Fax (503) 575-2763

# **DEFINITIONS**

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- a. "Documents" as used in this request means: (1) all original written, recorded, taped, filmed or graphic matters whatsoever and all annotated or non-identical copies thereof. In all cases where originals are not available, "documents" also means identical copies of original documents and non-identical copies thereof. (2) all writings, contracts, agreements, correspondence, papers, memoranda, diaries, stenographic, handwritten or computer notes, notations, jottings, inter-office or intra-office memoranda and notes of meetings and/or conversations, minutes, (3) all calendars, desk calendars, appointment books, time record books, logs, schedules, (4) all photographs, plans, specifications, tangible things, manuals, promotional material, sound recordings, (5) all communications, telegrams, letters, notes, transcripts, reports and recordings of telephone or other conversations, or of interviews, or of conferences, or of other meetings, affidavits, statements, summaries, (6) all opinions, reports, studies, examinations, analyses, evaluations, agendas, work papers, statistical records, (7) all bulletins, notices, announcements, advertisements, instructions, manuals, brochures, publications, schedules, price lists, client lists, journals, lists, tabulations, publications, (8) all computer program data files, all computer printouts, data processing program library, data processing input and output, microfilm, books of account, records, and invoices reflecting business operations, reports, books, records, permits, licenses, bills, canceled checks, charges, financial statements, ledgers, journals, invoices statements, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to the foregoing and all things similar to any of the foregoing however denominated.
- b. "Electronic Data" as used in this request includes information from Defendant's computer systems, removable electronic media and other locations. This further includes, but is not limited to, all documents, text files, e-mail and other electronic communication (including logs of e-mail history and usage, header information and "deleted" files), word processing documents, spreadsheets, databases, data dictionaries, calendars, telephone logs, fax logs, alarm or security logs or records, video security or other tapes or recordings, contact manager information, internet usage files, backup files and tapes, image files, and network access information. This also includes data on personal, home or laptop computers of personnel containing potentially discoverable information. With respect to all of the above, produce the data in native file format with any metadata intact.
- c. Produce all non-identical copies of all responsive documents including copies that bear marks, notations or changes not present on the original.
- d. If any documents are withheld on grounds of attorney/client privilege or attorney work product privilege, identify the author, each recipient thereof, the nature of the document and the basis upon which the privilege is asserted.
- e. If any document requested was, but no longer is in the possession, custody, or control of Defendant, or in existence, state whether it (1) is missing or lost, (2) has been destroyed, (3) has been transferred, voluntarily or involuntarily, to others, or (4) has been otherwise disposed of. For each such instance, explain the circumstances surrounding such disposition, give the date or approximate date thereof, and the names and last known home and business addresses of these persons with knowledge of such circumstances.
- f. "Defendant" as used herein refers to all parties named in this action as defendant, and all agents, employees or other persons with an interest in any party.
- g. These requests for production are continuing and, in the event you discover further information that is responsive to them, you are to supplement your answers. If you fail to supplement this answer in a reasonable fashion, requestor will move the court for an order excluding from evidence at trial any matter which is responsive and not furnished.

1       **Request for Production No. 1:** Produce all employment agreements, contracts,  
2       covenants and addendums between Plaintiff and Defendant. This request includes, but is not  
3       limited to, Documents and Electronic Data as defined above.

4       **Response:**

5  
6       **Request for Production No. 2:** Produce all documents created by, directed to or  
7       otherwise circulated by Defendant wherein Plaintiff's name is mentioned. This request  
8       includes, but is not limited to, Documents and Electronic Data as defined above.

9       **Response:**

10  
11       **Request for Production No. 3:** Produce all application forms, resumes or other such  
12       documents submitted by Plaintiff to Defendant. This request includes, but is not limited to,  
13       Documents and Electronic Data as defined above.

14       **Response:**

15  
16       **Request for Production No. 4:** Produce all of Defendant's want ads, advertisements,  
17       job posting or other like documents advertising vacancies for any job position for which  
18       Plaintiff worked in the three year period prior to the ending of Plaintiff's employment. This  
19       request includes, but is not limited to, Documents and Electronic Data as defined above.

20       **Response:**

21  
22       **Request for Production No. 5:** Produce all documents created by, directed to or  
23       otherwise circulated by Defendant that refers to the subject of Plaintiff's wages, earnings  
24       and/or other compensation either individually or by inclusion in a larger group. This request  
25       includes, but is not limited to, Documents and Electronic Data as defined above.

26       **Response:**

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Page 3 - Plaintiff's First Request for Production of Documents

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Tel (360) 566-9243 • Fax (503) 575-2763

1       **Request for Production No. 6:** Produce all documents contained in Plaintiff's  
2 personnel file and records, including all notes, notations, or other entries or marks of any  
3 nature whatsoever and including the cover of the file. Defendant shall make explicit  
4 identification of the documents it produces responsive to this request. This request includes,  
5 but is not limited to, Documents and Electronic Data as defined above.

6       **Response:**  
7

8       **Request for Production No. 7:** Produce all documents showing all hours Plaintiff  
9 worked for Defendant. This request includes, but not limited to, all of Plaintiff's time records,  
10 time cards; punch clock records, time sheets, computer log in and log out details, cash register  
11 log in and log out details and Electronic Data as defined above.

12       **Response:**  
13

14       **Request for Production No. 8:** Produce all documents showing the hours Plaintiff  
15 was expected or scheduled to work. This request includes, but not limited to, all of Plaintiff's  
16 work schedules reflecting when Plaintiff was scheduled to work, work schedules reflecting  
17 when Plaintiff was scheduled to have rest breaks and/or lunch periods, and Electronic Data as  
18 defined above.

19       **Response:**  
20

21       **Request for Production No. 9:** Produce all paychecks and pay check stubs issued to  
22 Plaintiff from the date of hire to termination. This request includes, but is not limited to,  
23 Documents and Electronic Data as defined above.

24       **Response:**  
25

26       **Request for Production No. 10:** Produce all of Defendant's employee manuals or

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Page 4 - Plaintiff's First Request for Production of Documents

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1 employee handbooks in place during the course of Plaintiff's employment with Defendant,  
 2 and any subsequent amendments thereto, setting forth or otherwise describing Defendant's  
 3 employment practices, policies and procedures. This request includes, but is not limited to,  
 4 Documents and Electronic Data as defined above.

5 **Response:**

6  
 7 **Request for Production No. 11:** Produce all of Defendant's payroll manual in place  
 8 during the course of Plaintiff's employment with Defendant, and any subsequent amendments  
 9 thereto, setting forth or otherwise describing Defendant's payroll practices, policies and  
 10 procedures. This request is limited to a six year period prior to the filing of the complaint in  
 11 this action. This request includes, but is not limited to, Documents and Electronic Data as  
 12 defined above.

13 **Response:**

14  
 15 **Request for Production No. 12:** Produce all documents relating to Plaintiff's  
 16 termination. This request includes, but is not limited to, any termination reports, exit  
 17 reports/interviews, any documents setting out the date of separation from employment, the  
 18 method of separation (e.g. quit with 48 hours notice, quit without notice, fired), and  
 19 Electronic Data as defined above.

20 **Response:**

21  
 22 **Request for Production No. 13:** Produce all document describing, setting out,  
 23 amending or explaining Plaintiff's job duties whether directed to Plaintiff individually or by  
 24 inclusion in a larger group. This request includes, but is not limited to, Documents and  
 25 Electronic Data as defined above.

26 **Response:**

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Page 5 - Plaintiff's First Request for Production of Documents

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1       **Request for Production No. 14:** Produce all documents referencing any employment  
2 benefits Defendant offered to Plaintiff either individually or by inclusion in a larger group.  
3 This request includes, but is not limited to, Documents and Electronic Data as defined above.

4       **Response:**  
5

6       **Request for Production No. 15:** Produce all documents created by, directed to or  
7 otherwise circulated by Defendants regarding Plaintiff's performance, including any and all  
8 records of performance evaluations performed, commendations, awards, testing, interviews,  
9 counseling, accident or incident reports, disciplinary actions or any other record or any act or  
10 activity addressing issues of Plaintiff's performance. This request includes written  
11 communications between Defendant and any of its clients where Plaintiff's performance was  
12 discussed. This request also included any notes taken by any of Defendant's employees or  
13 management documenting communications between Defendant and any of its clients  
14 regarding Plaintiff's performance. This request includes, but is not limited to, Documents and  
15 Electronic Data as defined above.

16       **Response:**  
17

18       **Request for Production No. 16:** Produce all documents pertaining to the orientation  
19 or any training on Defendant's employment practices, policies and procedures received by  
20 Plaintiff. This request includes, but is not limited to, Documents and Electronic Data as  
21 defined above.

22       **Response:**  
23

24  
25       **Request for Production No. 17:** Produce all documents created by, directed to or  
26 otherwise circulated by Defendant reflecting all communications made to any of Defendant's

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1 employees pertaining to Plaintiff's employment relationship, work performance or other  
2 employment-related circumstances. This request includes, but is not limited to, Documents  
3 and Electronic Data as defined above.

4 **Response:**

5  
6 **Request for Production No. 18:** Produce all documents created by, directed to or  
7 otherwise circulated by Defendant reflecting all communications made by Defendant in  
8 response to inquiries pertaining to Plaintiff's employment relationship, work performance or  
9 other employment-related circumstances. This request includes, but is not limited to,  
10 Documents and Electronic Data as defined above.

11 **Response:**

12  
13 DATED: November 19, 2010.

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15   
16 Stephanie J. Brown, OSB 030019, WSB 42030  
17 sbrown@wageclaim.org  
18 Attorney for Plaintiff  
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**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **DEFENDANT'S NOTICE OF REMOVAL** was served on:

David A. Schuck  
Stephanie J. Brown  
Schuck Law, LLC  
512-F NE 81<sup>st</sup> Street, #313  
Vancouver, WA 98665

Attorneys for Plaintiff

pursuant to LR 100.7 and by mailing a copy of the original thereof to the address as above set forth on December 23, 2010.

/s/ Joy Ellis  
Joy Ellis  
Of Attorneys for Defendant